

ITEM # 16-0056

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SANTA FE  
AND  
SANTA FE COUNTY**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter "Agreement") is entered on this 1<sup>st</sup> day of February 2016<sup>th</sup>, by and between Santa Fe County (hereinafter referred to as "County"), a political subdivision of the state of New Mexico, and the City of Santa Fe, New Mexico, (hereinafter referred to as "City").

**RECITALS**

**WHEREAS**, the City and County collaborate to operate a program called the Day Reporting Program, which is an alternative form of detention for juvenile offenders in the First Judicial District; and

**WHEREAS**, the County operates the Day Reporting Program with \$65,076.00 in funding from the City and flow-through funding from the State of New Mexico, Children, Youth and Families Department; and

**WHEREAS**, the Day Reporting Program offers educational services, life skills training and group, individual and family therapy and counseling to juvenile offenders; and

**WHEREAS**, the purpose of this Agreement is to provide for the duties and responsibilities of the City and County with respect to the expenditure and administration of funds to continue the Day Reporting Program for FY 2016 (July 1, 2015 to June 30, 2016).

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES**  
as follows:

**1. DUTIES OF THE PARTIES**

**a. The City shall:**

- 1) Transfer and make available to the County \$65,076.00 for expenditure by the County in FY 2016 for operation and oversight of the Day Reporting Program.
- 2) Serve as fiscal agent for the funds identified in this Agreement.
- 3) Reimburse the County for costs and expenses associated with the County's operation of the Day Reporting Program upon receipt of invoice or statement from the County. Reimbursement by the City shall be made within 30 days following receipt of the County's statement or invoice requesting reimbursement for costs incurred by the County.

- 4) Provide transportation if the City provides the opportunity for individuals to attend programs, wraparound services or any other educational opportunities that require individuals who are participants in the Day Reporting Program to leave the classroom and travel off site. The City shall be fully responsible including being insured, for the transportation of individuals and their participation in such off-site activities.
- b. The County shall:
- 1) Manage and operate the Day Reporting Program including but not limited to hiring personnel and overseeing the procurement of all services and maintenance of all financial records pertaining to the program and expenditure of funds. All Day Reporting Program activities will occur at the Day Reporting location at 4250 Airport Road, Santa Fe, NM.
  - 2) Operate the Day Reporting Program Monday through Friday inclusive of holidays during the hours of 8:30 a.m. to 5:00 p.m., with the average length of stay being three to 90 days. Referrals for the Day Reporting Program are made by probation officers or the Children's Court. Participants shall be between the ages of 13 to 17, who present a high risk and are pre or post adjudicated and who are amenable to services offered by the Day Reporting Program.
  - 2) Remove from the Day Reporting Program and remand to detention any participant(s) to who engage in physical violence toward Day Reporting Program staff or other participants, or display other behavioral problems that indicate that the participant is not amenable to the services offered by the Day Reporting Program.
  - 3) Ensure that the Day Reporting Program does not exceed 15 participants per day; maintain demographic information on all participants and other related information such as program related services arranged for participants, and number of participants in the Day Reporting Program.
  - 4) Provide Program outcomes to the City and CYFD through a monthly report form submitted by the County to the City.
  - 5) Conduct background checks on all individuals including instructors or counselors who will be in direct contact with Day Reporting Program participants and who are present in the Day Reporting Program classroom or location for purposes of the Day Reporting Program.
- c. No Day Reporting Program activities will occur off-site and the County will not offer or conduct Day Reporting Program activities that require participants to be transported off-site away from the Day Reporting Program classroom. The County will not be responsible or liable for individuals who are transported from the Day Reporting Program location by the City pursuant to 1.a.4) above.



2. COMPENSATION

Compensation to the County will be on a reimbursement basis. Reimbursement to the County for expenses incurred in the operation and oversight of the Day Reporting Project during FY 2016 shall not exceed \$65,076.00, inclusive of gross receipt tax.

3. TERM

This Agreement shall effective when signed by both authorized signatories of the City and County. The Term of this Agreement is the date of signatories of the parties through June 30, 2016, unless earlier terminated pursuant to paragraph 4 below.

4. TERMINATION

This Agreement may be terminated by either party upon delivery of a written notice to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to termination.

5. LIABILITY; TORT CLAIMS ACT

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement.

Any liability incurred by the City or County in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, *et seq.*, NMSA 1978, as amended. By entering into this Agreement, the City and County and their "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, any defense or claim, or any limitation of liability under the Tort Claims Act. No provision of this Agreement modifies or waives any provision of the Tort Claims Act.

6. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the

governing bodies of the City and County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given from one party to the other. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

#### 8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico.

#### 9. ACCOUNTABILITY

During the term of this Agreement and for a period of three years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

#### 10. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Agreement.

#### 11. PROPERTY

At the expiration of this Agreement or upon earlier termination, all personal property associated with the Day Reporting Program shall remain with the County and shall be maintained by the County as County property.

#### 12. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the City and County and supersedes any prior agreements or understandings with respect to the subject of this Agreement. No changes, amendments or alterations to this Agreement will be effective until in writing and signed by the parties.

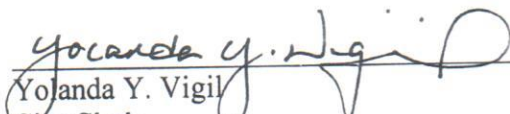
IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates written below.

**CITY OF SANTA FE**

  
Mayor Javier M. Gonzales


2/1/16  
Date

Attestation

  
Yolanda Y. Vigil  
City Clerk  
CC mtg. 1/27/16

2-5-16  
Date

Approved as to form:

  
Kelley A. Brennan  
City Attorney


1/6/16  
Date

Approved by City Finance Department:

  
Oscar Rodriguez, Finance Director

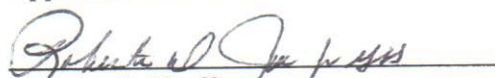
2-1-2016  
Date

**SANTA FE COUNTY:**

  
Katherine Miller  
Manager


12-8-2015  
Date

Approved as to form:

  
Gregory S. Shaffer  
County Attorney

12-4-15  
Date

Finance Department:

  
Carol H. Jaramillo  
Director

12-7-2015  
Date

